

GOVERNMENT OF TELANGANA

ABSTRACT

Agriculture & Co-operation Department – Co-marketing permissions – Report of the Technical Committee – Amendment to Government Order No. 95, Dated 26-02-2016 – Orders Issued.

AGRICULTURE AND CO-OPERATION (AGRI-II) DEPARTMENT

G.O.RT.No. 121

Dated: 18/03/2016

Read the following:

- 1) G.O. Rt. No. 95, Agriculture and Co-Operation (Agri-II) Department, dt. 26-2-2016
- 2) Report of the Technical Committee, dated 17-02-2016.

ORDER:

The Technical Committee constituted to examine the issues granting permission for Co-marketing of varieties/hybrids in Agricultural / Horticultural crops and other related issues has submitted its report and made certain specific recommendations to ensure timely availability of quality seeds to farmers and certain orders were issued in the Government Order read above.

2. The committee has examined the necessity of Co-marketing company system obtaining in other states viz; Madhya Pradesh, Gujarat, North Zone (Punjab, Haryana and Rajasthan), Karnataka and Tamilnadu and also the issue as to why Co-marketing is necessitated.

3. Government have re-examined the matter and following amendment is issued. The para 5 of the above G.O. is now amended as follows.

- i. Important requirement in this system is to formulate a specific type of agreement conditions relating to statutory conditions (Companies Act, 2013, Packaging Act 1956, Seed Rules 1968, Seed Control Order 1983 and AP Cotton Seed Act 2007) and compliances besides other conditions to ensure quality and timely availability of the seed to the end concerned.
- ii. Since the agreement is between two license holders and who are under control of the seed law enforcement authority, as such there is no further requirement of involvement of any other agencies including State Agricultural & Horticultural Universities.
- iii. A common checklist and agreement template is developed and enclosed as Annexures I & II, to have a scrutiny for compliance of conditions stipulated in the template agreement, at the time of granting approval to such agreement.
- iv. The varieties/hybrids which are included in Centralized Seed License under Co-marketing shall be valid either upto the validity of the Centralized Seed License (or) validity of the agreement between Marketer and Co-marketer whichever is earlier.
- v. All the Centralized Seed Licenses with existing varieties/hybrids which are included till Kharif 2015 need to apply with fresh application and the licensing authority shall accord Co-marketing permission as per the above mentioned procedure.

4. Director of Agriculture is directed to follow the above orders to facilitate the timely availability of quality seeds to farmers.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)

C. PARTHASARATHI

APC & SECRETARY TO GOVERNMENT

To

The Director of Agriculture, Telangana State, Hyderabad

The Commissioner of Horticulture I/c, Telangana State, Hyderabad

Copy to Special Officer, PJTSAU, Rajendranagar, Hyderabad.

Copy to Director, TSSCA, Hyderabad.

Copy to the P.S. to Minister (Agri. & AH)

Copy to P.S. to Secretary to Government

//FORWARDED BY ORDER//

SECTION OFFICER

ANNEXURE - I

(To be Executed on Non-Judiciary Stamp Paper worth Rs. 100/- or more with Notarization)

Model Agreement for Co-Marketing arrangement
Between
'Seed Producing Company' and 'Seed Marketing Company'

This Agreement is made on this _____ day of _____ 201__ at _____ by and between:

M/s. _____ a Registered Limited Company/Partnership Concern/Proprietorship firm and having its registered office at _____ (hereinafter referred to as **Seed Producing Company or PRODUCER** which expression shall unless repugnant to the context or meaning thereof shall mean and includes its legal representatives and permitted assigns)

AND

M/s. _____ a Registered Limited Company/Partnership Concern/Proprietorship firm and having its registered office at _____ (hereinafter referred to as **Seed Marketing Company or MARKETER** which expression shall unless repugnant to the context or meaning thereof shall mean and includes its legal representatives and permitted assigns)

(The Producer and Marketer are hereinafter collectively referred to as the Parties and individually as a Party).

Parties have entered this agreement for marketing of seed produced by the above producer and marketed by the above marketer, and both the parties hereby agree to abide by the following terms and conditions.

- 1.1. The **Producer** is engaged in the business of producing, selling and marketing of seeds of seeds of various crops included in the Seed license issued by the Licensing Authority.
- 1.2. The **Marketer**, having valid Seed license, is desirous of marketing and selling of the seed produced by **Producer** under the brand names of **Marketer** as mentioned in the table given below in the State of Telangana.
- 1.3. The **Producer** has agreed to supply the same to the **Marketer** as per the table given below on the mutually agreed terms and conditions.
- 1.4. This agreement is valid up to _____ , until and unless revoked by either of the parties and can be renewed on mutual consent.

2.Details of the Seed covered under this Co-Marketing Agreement:

S.No	Crop	Name of the Variety/Hybrid (As Per Producer's License)	Quantity Agreed to Supply by Producer	Packing Size	Marketer's Brand Name

PTO

3. Responsibilities of Producer:

- 3.1 The Producer shall clearly mention, "Produced & Packed By: _____" & "Marketed by: M/s. _____" with an identical font size and style, apart from all the other statutory information on the seed container / pouch (packaging Act, 1956 & companies Act, 2013)
- 3.2 The Producer always and under all circumstances shall supply only totally packed seed to the Marketer. Under any circumstances the Producer shall not supply unpacked or bulk seed to the Marketer.
- 3.3 The Producer shall be responsible for quality of produced and packed Seed, labelled as per Section 7 of the Seeds Act 1966.
- 3.4 The Producer shall be solely responsible for obtaining and keeping valid statutory licenses, approvals, permissions, authorizations required and the expert staff required to maintain the quality standard of the seed and that all the activities are carried out in compliance with all standards, specifications, applicable laws, regulations of the Seeds Act, 1966, Seeds Rules, 1968, Seeds (Control) Order, 1983 & AP Cotton Seed Act, 2007.
- 3.5 The Producer shall provide to the Marketer, certificate of analysis for each lot of the seed supplied to ascertain the quality of seeds.
- 3.6 The Producer shall submit regularly the reports about the details of the seed produced and sold as prescribed:
 - 3.6.1 Product wise and Marketer wise, monthly statements of seed supplied to Marketer in "Form D".
 - 3.6.2 Product wise Annual Seed Production plan in the month of October and Seed Marketing plan in the month of February every year, in the prescribed formats to the licensing authority.
- 3.7 The Producer shall submit product wise monthly report to the licensing authority, regarding the actual supply of the seed to the Marketer.
- 3.8 The Producer shall give written intimation in advance, to the licensing authority while supplying any excess seed over and above the agreed quantity, as per this agreement.

4. Responsibilities of Marketer:

- 4.1 Marketer shall sell only such quantity of the seed, which is supplied by the Producer under this agreement.
- 4.2 Marketer will intimate the tentative demand of seed to the Producer who in turn may supply accordingly within the quantity mentioned in the agreement.
- 4.3 Marketer shall be responsible for proper storage, transportation and handling to ensure quality of seed as per section 7 of Seeds Act 1966 and Seeds (Control) Order, 1983.
- 4.4 Any change in the address of office, stocking points, selling points etc. will not be done by the Marketer without prior intimation to the licensing authority under laid provisions of the of applicable laws.

5. Joint Responsibilities of Producer and Marketer:

- 5.1 Producer and Marketer shall be equally responsible for providing compensation to the farmers for the losses occurred to them due to use of seed produced and sold under this agreement as per the Companies Act 2013, Packaging Act 1956, Seeds Act 1966, Seeds Rules 1968, Seeds (Control) Order 1983 & AP Cotton Seeds Act, 2007 & Consumer Protection Act 1986 etc.
- 5.2 Producer and Marketer shall abide by various relevant statutory provisions under Companies Act 2013, Packaging Act 1956, Seed Act 1966, Seed Rules 1968, Seed (Control) Order 1983, AP Cotton Act 2007, Legal Metrology Act 2009, Companies Act 2013 etc.
- 5.3 Producer and Marketer shall be solely responsible for submitting any false document or information to the Licensing Authority.

For and Behalf of
(Seed Producing Company)

For and Behalf of
(Seed Marketing Company)

(Name)
(Authorized Signatory)

(Name)
(Authorized Signatory)

ANNEXURE - II

CHECKLIST OF DOCUMENTS TO BE FURNISHED BY 'SEED MARKETING COMPANY' FOR AMENDMENT OF SEED LICENSE TO INCLUDE VARIETIES / HYBRIDS UNDER CO-MARKETING AGREEMENT

S.No	List of Documents	Page No.
1	Requisition Letter from the 'Seed Marketing Company' with the list of Varieties/Hybrids to be included under the Co-Marketing arrangement.	
2	Challan for Rs. 50/- (Rupees Fifty Only).	
3	Original Seed License of the 'Seed Marketing Company'	
4	Non-Conviction Certificate.	
5	Copy of the Valid Seed License of the 'Seed Producing Company' having the Varieties/Hybrids under Regular Marketing, which are to be included in the Seed License of 'Seed Marketing Company'.	
6	Notarized Agreement for 'Co-Marketing arrangement between Seed Producing & Seed Marketing Company'. (Having all the clauses mentioned in the Approved Model Agreement).	
7	Variety/Hybrid wise Distinguished Morphological Characters with Marker Traits, duly certified by the Breeder with Official Seal of the 'Seed Producing Company'.	
8	Multi-Location Evaluation Trail Report issued by SAU/ ICAR Institute for the Variety/Hybrid to be included, along with Approval Letter issued by GEAC (wherever applicable).	
9	Variety/Hybrid wise Production Program of the 'Seed Producing Company'.	
10	Variety/Hybrid wise, District wise Marketing Plan of the 'Seed Marketing Company'.	
11	Other Documents, if any.	